

# **CITY OF BEDFORD**

**Bedford, Virginia**

**Regular Council Meeting**

## **A G E N D A**

**March 14, 2006**

**7:30 p.m.**

### **Administrative**

Approval of Minutes  
Report of City Manager  
Council Comments  
Report of Committees  
Revisions to Agenda

### **Public Hearings**

### **Consent Agenda**

### **Old Business**

### **New Business**

- |                 |  |
|-----------------|--|
| 1-FIN-2-25-3-14 | Presentation – The ARC of Central Virginia                                   |
| 2-FIN-2-25-3-14 | Presentation - CASA of Central Virginia                                      |
| 3-FIN-2-25-3-14 | Presentation - Central Virginia Area Agency on Aging                         |
| 4-FIN-2-25-3-14 | Presentation - Central Virginia Community Services                           |
| 5-FIN-2-25-3-14 | Presentation - Lynchburg Center for Independent Living                       |
| 6-FIRE-1-1-3-14 | Burn Building Grant – Virginia Department of Fire Programs                   |
| 7-C/R-4-4-3-14  | Resolution – Exemption of Non-Profit Organizations from Real Estate Taxation |

**CITY OF BEDFORD, VIRGINIA  
CITY COUNCIL  
ACTION FORM**

**ITEM:** Burn Building Grant – Virginia Department of Fire Programs

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**DATE OF COUNCIL MEETING:** March 14, 2006

**DATE:** March 1, 2006

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**PRESENTATION:**

The Virginia Fire Services Board has awarded the City of Bedford a grant for the new construction of a burn building as a prop to assist in training the fire services. The grant award is allocated as up to \$400,000 for the construction and up to \$30,000 for A/E services, totaling \$430,000. The City has until June 30, 2007, to submit a valid building permit and begin construction. Following such date, the City will have an additional twelve (12) months to complete construction and collect the balance of the award.

**ACTION REQUESTED:**

City Council is requested to authorize the Acting City Manager to execute the grant agreement from the Virginia Fire Services Board for the new construction of a burn building as a prop to assist in training the fire services.

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DATE:_____	FLOOD	YES	NO	OTHER	CITY ATTY.	ROUTING	
	HUBBARD	( )	( )	( )	( )	HR	( )
APPROVED ( )	MESSIER	( )	( )	( )	CITY TREAS.	PKS/REC/CEM	( )
DENIED ( )	PADGETT	( )	( )	( )	COMM.DEV.	POLICE	( )
DEFERRED TO:	STANLEY	( )	( )	( )	COMM.REV.	PUBLIC WKS.	( )
_____	THARP	( )	( )	( )	ELECTRIC	SEWER	( )
	WANDREI	( )	( )	( )	ENGINEERING	WATER	( )
					FINANCE	I.T.	( )
					FIRE DEPT.	OTHER: _____	

# COMMONWEALTH of VIRGINIA

Aubrey W. Hyde, Jr.  
EXECUTIVE DIRECTOR

Scott V. Hechler  
CHIEF DEPUTY DIRECTOR

## Virginia Department of Fire Programs

Administration & Support Branch  
1005 Technology Park Drive  
Glen Allen, VA 23059-4000  
Phone: 804/ 371-0000  
Fax: 804/ 371-3000

February 1, 2006

Chief S. Todd Stone  
Bedford Fire Department  
315 Bedford Avenue  
Bedford VA 24523

Dear Chief Stone:

On behalf of the Virginia Fire Services Board, we are pleased to advise **Bedford City, Virginia** of a **grant award of up to \$430,000 for the new construction** of a burn building as a prop to assist in training the fire service for their jurisdiction. The grant award is allocated as up to \$400,000 for the new construction and up to \$30,000 for A/E services, totaling \$430,000.

This award is effective: FY2007

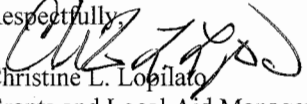
Accordingly, the **City has until June 30, 2007 to submit a valid building permit and begin construction** consistent with the terms and conditions of the mutually executed Agreement. Following such date, the City will have an additional twelve (12) months to complete construction and collect the balance of their award. If the building plans deviate from Prototype I (known as the South Boston model), the proposed building plans modifications must be submitted to VDFP with the building permit for approval to ensure compliance with Exhibit A.

Two originals of the Agreement are included. The City Manager must sign both originals and have them sent to my attention. Both originals will be counter signed by the Virginia Department of Fire Programs. One original will be returned to the City for Local file retention. No funds disbursements will be authorized or released without the executed disbursement Agreement.

Funds disbursement for new construction projects will be made in five (5) installments upon notification by the jurisdiction to the Agency. Once a valid building permit has been submitted and an executed Agreement is on file, the jurisdiction is eligible to draw the first 25% of the construction grant. Once A/E services are complete, jurisdictions may also request reimbursement for such services up to the amount awarded by the VFSB not to exceed \$30,000. Remaining funds disbursements for the construction grant will be made upon jurisdiction request on the percentage of completion method at 50%, 75% and 100% completion. In order to be eligible for final payment the prop must be placed in operation. It is the responsibility of the jurisdiction to maintain all such records subject to audit by this Agency or its assignees for a period of five (5) years following the date of the last transfer of award funds to the grant recipient.

If you have any questions, feel free to contact me at my office 804/249-1974 (direct), 804/371-0220 (main), or via email at [Christine.Lopilato@vdfp.virginia.gov](mailto:Christine.Lopilato@vdfp.virginia.gov).

Respectfully,

  
Christine L. Lopilato  
Grants and Local Aid Manager

enclosure

c: F. Craig Meadows, City Manager  
Lora Sharkey, Chair VFSB  
Don Hansen, Division Chief



# VIRGINIA FIRE SERVICE GRANT PROGRAM AGREEMENT

## Grant for Constructing or Repairing Burn Building or Fire Service Training Facilities

### Statutory Authority: §38.2-401 of the *Code of Virginia*

This Grant Agreement, made as of the \_\_\_\_\_ day of \_\_\_\_\_, by and among the VIRGINIA DEPARTMENT OF FIRE PROGRAMS (the "Department"), acting as authorized on behalf of the Virginia Fire Services Board (the "Board"), and \_\_\_\_\_, (the "Grantee"), governs the distribution and use of Fire Services Grant Program moneys, as provided for in §38.2-401 (D) of the *Code of Virginia*.

**WHEREAS**, §38.2-401 (D) of the *Code of Virginia*, authorizes the Board to determine the distribution of grants to provide regional fire services training facilities; to finance the Virginia Fire Incident Reporting System; and to build or repair Burn Buildings; and

**WHEREAS**, the Grantee has submitted an application for a grant from the Fire Services Grant Fund Program to assist in funding the construction of or repair to a burn building, or funding the construction of or repair to a regional fire service training facility, \_\_\_\_\_, together with plans, specifications and project narrative for such project narrative for such project, more specifically described in Attachment A hereto (the "Project"); and

**WHEREAS**, the Board has approved the Project and has authorized the Department to act on its behalf in the distribution and administration of grants;

**NOW, THEREFORE**, pursuant to the authority granted to the Board and Department by §38.2-401 (D) of the *Code of Virginia*, and in consideration of the Grantee's adoption and ratification of the representations, terms and conditions as herein provided, and benefits to accrue to the Commonwealth and public from the accomplishment of this Project, the department offers a grant of \$ \_\_\_\_\_ to pay eligible Project cost subject to the terms and conditions listed below:

1. These funds shall be disbursed by the Department to the Grantee after the Agreement has been signed.
2. These funds shall be deposited in an interest-bearing account or normal risk and with a demand restriction, if any, not exceeding 30 calendar days until they are needed. The Grantee must be able to account for both the principle and the interest amounts. Any unused funds, including interest, shall be returned to the Department.
3. Unless an extension has been granted by the Department, the construction and/or repair tasks shall be completed, and all documentation pertaining to such activities shall be submitted to the Department on or before 12 months after the grant funds have been disbursed.
4. The Department may grant an extension of up to three months beyond the 12 month period to complete the construction and/or repairs, and to submit documentation. Any extension beyond three months must be submitted to the Virginia Fire Services Board for approval.

5. The Grantee agrees to carry out and complete all phases of the Project strictly in accordance with the plans, specifications and project narrative set out in Attachment A. The plans, specifications and project narrative may only be revised or modified with the Board or Department's prior written approval. The Grantee agrees to allow the Board representative access to the Project at all reasonable times to verify compliance with the approved plans, specifications and project narrative.
6. The Grantee agrees that no construction or repair work shall commence until the following types of insurance are in place for entities performing any such work, including subcontractors, and these types of insurance shall be maintained at all times while construction or repair work is being performed: (a) an All Risk Builders Risk Property insurance policy based on the completed value of all such work, with exclusions for design errors or defects removed by policy endorsement, and the locality shall be named additional insured in such policy; (b) a Workers' Compensation and Employer's Liability insurance policy covering all workers or employees engaged in such work, and, in case any such work is sublet, each subcontractor shall, similarly, provide Workers' Compensation and Employer's Liability Insurance for all of the subcontractor's workers or employees who are engaged in the work, and in amounts not less than the minimums required by the Code of Virginia and other applicable laws and regulations; (c) a Comprehensive Commercial General Liability insurance policy that provides a minimum level of \$500,000 combined single limit per occurrence, and the locality shall be named as an additional insured party in such policy; and (d) a Comprehensive Automobile Liability insurance policy that will insure against claims for property damage that may arise from the operation of motor vehicles associated with the construction or repair work, with a minimum level of \$500,000 combined single limit per occurrence. Before the commencement of any work, the locality must submit to the VDFP a Certificate of Coverage or Certificate of Insurance indicating that these types of insurance are in effect. All insurance shall be provided by insurers who are licensed to provide insurance in the Commonwealth of Virginia.
7. The Grantee agrees to operate and maintain the Project, now existing or built in whole or in part as a result of the Project, as a training facility for a period of 15 years from completion of this Project.
8. The Grantee agrees to operate, maintain and use the Project in accordance with the policies adopted by the Board, as amended from time to time.
9. Subject to lawful appropriation, the Grantee agrees to repay to the Department a sum which is equal to the pro-rata share (computed monthly) of all monies received under this Grant Agreement based on the period of operation and maintenance as specified in paragraph 6 above in the event that the Project ceases to be available for such specified training purposes prior to the expiration of such period, if such change in availability is due to an act or omission within the sole and direct control of the Grantee.
10. The Grantee hereby agrees that the Project shall be maintained and operated at all times in a manner designed to prolong the useful life of the Project and that no condition will be allowed to exist that will, or is likely to, lead to a shorter than expected useful life for the Project. The Grantee further agrees to ensure appropriate encroachment factors of surrounding land for a period of 5 years from the completion date of the Project.
11. The Grantee represents to the Department that (a) its authorized representative whose signature appears below has read and understands the referenced provisions of the Code of Virginia and the Board's policy entitled "Process For the Allocation of Funds For the Construction and Repair of Burn Buildings", adopted thereunder, as amended from time to time, which are hereby incorporated into this Grant Agreement by reference in its entirety; (b) it agrees to comply with all applicable provisions of the Code of Virginia, including if appropriate, the Virginia Public Procurement Act that governs construction of public facilities by private entities. (c) It is duly authorized to enter into this Grant Agreement and to perform its obligations hereunder and has taken all necessary action to authorize such execution and performance.

12. This grant will be fully liquidated in public benefits to the Commonwealth 15 years from the completion date of the Project and the Grantee shall have no further financial obligation to the Commonwealth under this Grant Agreement upon the expiration of such time.
13. To the extent permitted by law, the Grantee shall retain title to the Project and underlying land, and the grantee shall not release or transfer title without first receiving written approval from the Board prior to such release, which approval shall not be unreasonably withheld.
14. The Grantee agrees to retain all books, records and other documents relative to expenditures of Grant Funds for five years from the completion date of the Project. The Board, the Department and/or State auditors shall have full access to and the right to audit any of these records during the above-referenced period.
15. The Department shall be bound hereunder only to the extent of the Fire Services Grant Funds available or which may hereafter become available for the purpose of this Grant Agreement.
16. This writing constitutes the entire Grant agreement between the parties, supersedes any existing agreement among the parties hereto relative to the matters contained herein, and may be modified only by written amendment executed by all parties.
17. This agreement shall in all respects be governed by the laws of the Commonwealth of Virginia with regard to the legislative or judicial conflict of laws rules of any state.
18. If any provision of this Grant Agreement is determined to be invalid by a court of competent jurisdiction, it shall not render the remaining portions of this Grant Agreement void or unenforceable.
19. This Grant Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.
20. When any written notice or report is required or may be given hereunder, it will be deemed sufficient if the party giving such notice, request, or report delivers the same to the other party by U.S. mail, postage prepaid, or by other superior mailing, or by hand delivery. All notices, request, demands or reports delivered by mail or by hand will be deemed to have been given when received by any party hereto at the following addresses:

Grantee: Such office or mailing address as stated on the Notification of Address Form attached hereto or to such other address of which the Grantee has notified the other parties hereto in writing.

Agency and Board: Virginia Department of Fire Programs  
Attn: Burn Building Grant Administration  
1005 Technology Park Drive  
Glen Allen VA 23059-4500

or to such other address of which the Department has notified the Grantee in writing.

**IN WITNESS WHEREOF**, the parties hereto have by their duly authorized representatives executed this Grant Agreement as of the date first above written, intending to be bound thereby.

**DEPARTMENT OF FIRE PROGRAMS**

**BY:**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GRANTEE**

The Grantee, \_\_\_\_\_, does hereby accept and ratify all terms, conditions and agreement contained in this Grant Agreement and does hereby accept the grant and by such acceptance agrees to all of the terms and conditions hereof.

**BY:**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF BEDFORD, VIRGINIA  
CITY COUNCIL  
ACTION FORM**

**ITEM:** Resolution - Exemption of Non-Profit Organizations from Real Estate Taxation

**DATE OF COUNCIL MEETING:** March 14, 2006

**DATE:** March 13, 2006

**PRESENTATION:**

Historically in Virginia exemptions from local real estate taxation have been granted by the General Assembly. In 2003 the Constitution of Virginia was amended and legislation was enacted by the General Assembly which provides that local governing bodies may grant exemptions from real property taxation for property owned by a non-profit organization that uses its properties for religious, charitable, patriotic, historical, benevolent, cultural or public park and playground purposes.

The City of Bedford has not addressed the question of whether to grant exemptions and what procedures should be followed upon receipt of a request for such an exemption. The City Council has received a request and anticipates that additional requests, pursuant to the new legislation, will come forward from time to time.

The Council Property Committee, at a meeting held on February 28, 2006, discussed this matter. The Committee concluded that there was a substantial amount of tax exempt property already in Bedford that the City faces budgetary pressures and that non-profit organizations do receive considerable municipal services. The Committee recommends that the Council adopt a policy of not granting any further exemptions, and that the Council not establish any procedures for such purposes. The Committee directed the staff to prepare an appropriate resolution for consideration by Council.

**ACTION REQUESTED:**

City Council is requested to adopt the resolution concerning the exemption of real estate from local taxation that was proposed by the Property Committee.

		YES	NO	OTHER	ROUTING	
DATE: _____	FLOOD	( )	( )	( )	CITY ATTY.	( )
	HUBBARD	( )	( )	( )	CITY TREAS.	( )
APPROVED ( )	MESSIER	( )	( )	( )	COMM.DEV.	( )
DENIED ( )	PADGETT	( )	( )	( )	COMM.REV.	( )
DEFERRED TO:	STANLEY	( )	( )	( )	ELECTRIC	( )
_____	THARP	( )	( )	( )	ENGINEERING	( )
	WANDREI	( )	( )	( )	FINANCE	( )
					FIRE DEPT.	( )
					OTHER: _____	



**A RESOLUTION ESTABLISHING A POLICY CONCERNING REQUESTS  
BY NON-PROFIT ORGANIZATIONS FOR EXEMPTION FROM  
REAL ESTATE TAXATION**

**WHEREAS**, historically in Virginia, exemptions from local real estate taxation have been granted by the General Assembly; and

**WHEREAS**, in 2003, the Constitution of Virginia was amended and Section 58.1-3651 of the Code of Virginia was enacted to provide that a local governing body of any county, city or town, by ordinance, may grant exemptions from real property taxes for the real property owned by a non-profit organization that uses such properties for religious, charitable, patriotic, historical, benevolent, cultural, or public park and playground purposes; and

**WHEREAS**, the City of Bedford has not addressed the question of whether to grant exemptions and what procedures should be followed upon receipt of requests for exemption; and

**WHEREAS**, the City Council has received one request and anticipates additional requests from time to time by religious, charitable and patriotic or benevolent organizations seeking exemption from real estate taxes; and

**WHEREAS**, the City Council continues to face increasing costs as a result of citizen demands for services and as a result of projects mandated by other governments, while at the same time there are efforts on the state and federal level to reduce or restrict local taxing powers; and

**WHEREAS**, non-profit organizations which own real estate receive valuable services such as police protection and fire fighting from the local government; and

**WHEREAS**, the City Council considers that the further granting of real estate tax exemptions to non-profit organizations which are receiving municipal services will only erode the real estate tax base of the City, thereby increasing the tax burden on the remaining taxpayers;

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BEDFORD** that, while it recognizes the worthwhile community purposes served by such organizations, the City Council declares that it will no longer support the granting of real estate tax exemptions for such organizations and elects not to establish procedures for granting exemptions under Section 58.1-3651 of the Code of Virginia, 1950, as amended.